

Agreement

between the

**AIR FORCE
FLIGHT TEST CENTER
Edwards Air Force Base
California**

and

**LOCAL F-53
of the
International Association
of Firefighters
AFL-CIO**

1999

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PREAMBLE

This Agreement is made and entered into by and between the Air Force Flight Test Center, Edwards Air Force Base, California, hereinafter referred to as "EMPLOYER", and Local F-53 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as "UNION".

It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal service, and the well-being of employees and to provide means for amicable discussion and adjustment of matters of mutual interest to the Employer and employees in the unit.

The Employer and the Union pledge their active support in efforts to eliminate waste; combat absenteeism; conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; encourage the submission of suggestions for work improvements and cost reduction ideas; prevent accidents; promote equal employment opportunity; and strengthen and foster good relations among the Employer, the Union, employees, and the local community.

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the Exclusive representative of all employees in the unit, as defined in Section 2 below, and the Union recognizes its responsibility of representing these employees without discrimination and without regard to membership status in the Union.

Section 2. The bargaining unit, as described in the Decision and Order granting Petition for Clarification of Unit, SF-RP-70015, consists of all nonsupervisory employees of the Fire Protection Division, Air Force Flight Test Center, Edwards Air Force Base, California.

Section 3. The following employees are excluded from the bargaining unit covered by this agreement: Management officials, supervisors, and employees as described in 5 U.S.C. 7112(b)(2), (3), (6) and (7).

ARTICLE 2

NEGOTIATIONS

Section 1. It is agreed that matters appropriate for negotiation between the parties include personnel policies and practices and matters affecting working

conditions that fall within the scope of the Employer's authority, subject to Article 3 of this agreement. Such matters include, but are not limited to, safety, training, granting of leave, labor management relations, employee services, promotion plans, methods of adjusting grievances, demotion practices, and hours of work. These matters relate to policy determinations, not day-to-day operations.

Section 2. Negotiation on policy matters, as defined in Section 1, will be conducted between the President of Local F-53 or his designee and the Labor Relations Officer or the appropriate management official who has policy making authority on the subject to be discussed. Discussion on day-to-day matters shall be conducted at the lowest practicable level; normally between a Station Chief and a Union representative working at that station.

Section 3. Agreements reached under Section 2 of this Article and considered significant will be negotiated/ coordinated with the Labor Relations Officer and documented as memorandums of understanding. Such agreements will remain in effect for the duration of this Agreement unless both parties mutually agree otherwise.

Section 4. Prior to implementing changes subject to negotiations, the Employer will provide oral or written notice to the Union of the changes. Oral notice will be confirmed in writing if requested by the Union. If the

Union has any proposals relating to the change(s), they will be provided in writing to the Labor Relations Officer within 10 calendar days following the Employer's notice of the change. Exceptions to the 10 day response time will be made when mutually agreed or when required to meet time limits imposed by other than the Employer.

Section 5. Throughout the contract, unless otherwise specified, it is understood that references to laws, rules, and regulations, means those in effect at the time a concern about them arises unless said rules or regulations are in conflict with any article within this agreement.

ARTICLE 3

EMPLOYER RIGHTS

Section 1. The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices. The Employer also retains the right, in accordance with applicable laws and regulations, to: hire, assign, direct, lay off and retain employees of the agency; suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; assign work; make determinations with respect to contracting out; determine the personnel by which agency operations shall be conducted; fill positions from internal

or external sources; and take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. It is recognized that the Employer retains the right to establish or modify personnel policies, practices, and working conditions to the extent that such actions do not violate other specific provisions of this agreement. The Employer recognizes its obligation to negotiate regarding the impact of changes made pursuant to this section.

Section 3. It is understood that the exercise of rights stated in Section 1 and 2 of this article shall be subject to appropriate grievance, appeal, or other complaint procedures established by laws; regulations, or the negotiated grievance procedure of this agreement.

Section 4. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 4

UNION RIGHTS

Section 1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2. The rights of an exclusive representative under the provisions of this article shall not be construed to preclude an employee from being represented by an attorney or other representative, of the employee's own choosing, in any grievance or appeal action except in the case of negotiated grievance or appeal procedures.

Section 3. The Union agrees to scrupulously review all complaints and/or grievances in an effort to eliminate those that are without merit or foundation. When the Employer is supported by regulations or this agreement the Union agrees to so advise the employee and attempt to assure the employee's understanding.

Section 4. The Employer agrees that an employee in the unit may bring to the attention of the Union any notices of proposed disciplinary or adverse action or

notices of final decision. The Union agrees that, unless the employee divulges such information, the Employer may hold any information relative to a disciplinary action as a privileged and private matter between the Employer and the employee.

Section 5. The Union will be given the opportunity to be represented at (a) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or (b) any examination of an employee in the unit by a representative of the agency in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (2) the employee requests representation.

Section 6. In the introduction of new employees in the unit to their fellow workers, supervisors will introduce the new employee to the recognized Union representative for the specific work location. If the Union representative for the work location is not available when newly hired personnel are being introduced to their fellow workers, the Union representative will subsequently be informed of the name, position title and grade of the new employee.

Section 7. The Employer agrees to recognize one representative of the Union as the Union's duly authorized representative for each station on each tour of duty. The Union agrees to keep the Employer provided with a current listing of these representatives and to ensure that all representatives are fully trained in the administration of the Agreement. The Union agrees that any Union representative found in repeated violation of this Agreement or any other applicable law, rule or regulation will be replaced.

Section 8. Consistent with mission requirements, the need for timely action, and complexity of issues under consideration the Employer agrees that stewards and union officers, who are members of the bargaining unit, will be granted a reasonable amount of official time to represent other bargaining unit employees in the preparation and presentation of an appeal or grievance.

Section 9. Officials and stewards will obtain permission from their supervisor before leaving their assigned work area for the purposes indicated in Section 8 above. The supervisor shall be advised by the official or steward as to the reason for leaving and the approximate duration of the absence. The supervisor's permission normally will be granted except when workload precludes such approval. The official or steward will make arrangements with the employee's supervisor for the meeting with the employee and inform the supervisor of the nature of the problem. All officials and stewards will use the Official Time form in Appendix A.

Section 10. It is agreed that supervisors and stewards will exert cooperative efforts to bring about a prompt, equitable, and expeditious settlement of grievances and complaints which arise. The Union, in turn, agrees that its officials and stewards will guard against the use of excessive time in handling such matters which require absence from their officially assigned duties. The time off from work granted to Union representatives and stewards shall not be used for discussion of any matters connected with the internal management or operation of the Union; the collection of dues, assessments, or other funds; the solicitation of memberships; campaigning for elective office in the Union; distribution of literature or authorization cards; or for the solicitation of grievances or complaints.

Section 11. The Union recognizes that the Employer has no authority to grant duty time to union officials or representatives employed by other Air Force installations or Federal agencies. Union officials or representatives employed by Edwards AFB will not be allowed duty time for representation duties at other installations or Federal agencies.

Section 12. Officials of the International Association of Fire Fighters, who are not Edwards Air Force Base employees, are permitted to meet, discuss, and negotiate with management officials in the same capacity as activity employees who represent the organization locally. Non-employee labor organization representatives may solicit membership, and confer

with local representatives, subject to security requirements. Such activities will not be conducted during duty hours of the employees concerned, and are permitted only by prior arrangement with the Labor Relations Officer.

ARTICLE 5

EMPLOYEE RIGHTS

Section 1. It is agreed that employees shall have, and be protected in the exercise of, the right freely, and without fear of penalty or reprisal, to form, join, and assist any lawful employee organization or to act as a representative of any such organization, where such participation or activity would not result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a written authorization, by a member, for the payment of dues through payroll deductions. However, any member who wishes to pay his or her dues other than through payroll deduction shall be permitted to do so, consistent with the laws and regulations governing the withholding of dues deductions.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union and the Employer recognize that the elimination of prejudice and discrimination is a public policy. The Union agrees to cooperate with the Employer in providing equal opportunity for all qualified persons; to prohibit discrimination because of age, sex, physical or mental handicap, race, religion, color, or national origin, and; to promote a full realization of equal employment opportunity through a positive and continuing effort. The Employer agrees to keep the Union informed regarding the Edwards AFB affirmative action program. The Union agrees to provide one representative, and one alternate, to the Edwards AFB Equal Employment Opportunity Committee and to make sure that the Union representatives remain cognizant of the program.

Section 2. Discrimination complaints will be processed in accordance with procedures established by Air Force and Equal Employment Opportunity Commission (EEOC) rules and regulations.

ARTICLE 7

MERIT PROMOTION AND REASSIGNMENTS

Section 1. Policies and procedures contained in the AFFTC Merit Promotion Plan shall be followed in

identifying, considering, and selecting employees for promotion or lateral reassignment within the bargaining unit.

Section 2. The names of employees on promotion and or lateral certificates for GS-09 and below positions will be posted at each Fire Station.

Section 3. A promotion certificate normally has 15 names. The employer will enter candidates from the promotion and lateral certificates in alphabetical order and post on the bulletin board for seven consecutive days along with the date a promotion panel will meet to evaluate the applicants. It will be the responsibility of the bargaining unit employee to arrange an appointment for his or her interview. However, if the candidate is unable to schedule an appointment due to absence, such as TDY, annual leave, nonwork days, etc., the candidate's personnel records will be reviewed and evaluated by the promotion panel. A Union official may attend the interview as an observer.

Section 4. The promotion panel will submit a list of the top candidates to the Fire Chief for selection.

Section 5. Sanitized written documentation of the interview/selection process will be made available, upon request, to the union official. Unit employees are entitled to see their own interview rating sheets.

ARTICLE 8

POSITION CLASSIFICATION

Section 1. The Employer and the Union agree that any employee in the unit who feels that his/her job is improperly classified shall have the right to request a position review of his/her position by submitting an appeal in accordance with Office of Personnel Management (OPM) and Air Force regulations.

Section 2. Significant changes in mission or organization which may result in the reclassification of positions within the unit shall be discussed with affected employees in advance.

Section 3. The Employer and the Union recognize that under unusual circumstances it may be necessary to assign jobs to firefighters which are unrelated to the normal scope of the Fire Protection Division functions. Nothing in this section shall be construed to infringe upon the Employer's retained right to assign work.

Section 4. If an employee feels that he/she is being inappropriately assigned unrelated duties in violation of established Air Force policy, he may seek discussion of such an assignment with his supervisor.

ARTICLE 9

PERFORMANCE EVALUATION

Section 1. All employees in the bargaining unit will be evaluated in accordance with performance appraisal systems pursuant to 5 USC 4302.

Section 2. Employees will be informed in advance of specific performance standards and critical elements. Emphasis will be placed on keeping employees informed of their progress in meeting the performance requirements of their positions.

Section 3. Performance ratings will not conform to any predetermined statistical distribution or other arbitrary controls which prevent fair appraisal of employee performance.

Section 4. Unit employees who are dissatisfied with their performance evaluations may grieve their evaluations in accordance with the negotiated grievance procedure.

Section 5. A written decision to remove a unit employee or reduce the employee in grade, due to unsatisfactory performance, will include a statement of the employee's right to grieve or appeal the decision.

Section 6. The Union recognizes the right of the Employer to establish performance standards and critical elements. The Employer agrees to avoid frequent changes to standards and critical elements unless necessitated by mission requirements or significant changes in duties as reflected by the position description.

Section 7. Supervisors will issue an informational rating to each employee prior to the end of his/her station assignment for the next supervisor's consideration in the overall performance appraisal rating.

ARTICLE 10

TRAINING AND EDUCATION

Section 1. The Employer is responsible for providing training required to keep technological competence of the work updated. Since participation in training is an important part of the Firefighters' assigned duties, the Employer will try to schedule and conduct such training in the same manner as other regularly assigned work. Special training such as "hot fire" drills, night structural drills and disaster control exercises will be accomplished as required to comply with regulations and directives. The Employer agrees to provide adequate training and facilities and ensure safety of training operations and procedures.

Section 2. The Employer will determine the feasibility of conducting Hot Fire Drills. Training will generally not be performed during hazardous weather. Hazardous weather is normally defined as lightning, snow, rain, temperatures above 90 degrees with a relative humidity above 40%, temperatures below 45 degrees, or in winds above 20 knots that are gusting above 25 knots for safety purposes. If training is required under these conditions, reduced PPE will be considered and utilized.

Section 3. Scheduled specialized training, mission required testing, standbys, etc., will be taken into consideration when conducting Night training and exercises.

Section 4. We recognize the importance of an education. Whenever possible, we will encourage and support employees in their efforts to better themselves and their job performance.

Section 5. The parties reaffirm the implementation of the DOD Certification as originally contained in the 5 Aug 98 Memorandum. See Appendix B.

ARTICLE 11

ALCOHOLISM AND DRUG ABUSE

The Employer and Union wish to assure a drug free workplace while at the same time protecting individual

rights. They recognize that alcoholism and drug abuse may be treatable illnesses; therefore, employees are encouraged to use whatever counseling and treatment services are available to them. When warranted by individual circumstances, the Employer may grant an advance of sick leave to employees undergoing an approved treatment program. It is understood that employees are responsible for all costs associated with a private treatment program.

ARTICLE 12

HOURS OF DUTY

Section 1. Tour of Duty for firefighters assigned to the Operations Section shall be three (3) days, seventy-two (72) hours to run consecutively on-duty and four (4) days, ninety-six (96) hours off-duty, consisting of seven groups.

Section 2. Housekeeping, vehicle maintenance, and training will normally be accomplished between 0800 and 1630 hours, with a 60 minute lunch break. Personnel will arise no later than 0700 each morning.

Section 3. Employees will remain at or within the confines of the assigned station except as directed by the Employer during their work shifts. Employees must

be available and able to respond to all emergencies and fire protection standby.

Section 4. Hours of duty for the Technical Services Section shall coincide with the normal tour established for the remainder of the Center except when mission requirements dictate deviation.

Section 5. A Fire Communications Operator in the process of handling an emergency when the shift changes will continue on overtime until the immediate emergency has passed and necessary records are completed.

Section 6. All non-supervisory personnel may request trading hours of work with permission of the Employer.

ARTICLE 13

OVERTIME AND TEMPORARY DUTY ASSIGNMENTS

Section 1. The Union recognizes the right of the Employer to select and require employees to perform overtime and temporary duty assignments to facilitate mission accomplishment. Unscheduled overtime and temporary duty assignments will be distributed as equitably as practicable after full consideration of the relative qualifications and availability of employees and

the specialized skills and abilities required to accomplish the work. When all other determining factors are considered to be equal, seniority will be used as a factor in obtaining equitable distributions.

Section 2. The Employer will provide the Union, upon request, with information concerning the distribution of overtime and temporary duty assignments which have been worked.

Section 3. The Employer will make a reasonable effort to notify employees in advance of the requirement to work overtime and/or perform a temporary duty assignment.

Section 4. When it is necessary for employees to return to work outside their scheduled work hours, to perform unscheduled overtime work of less than two hours duration, they shall be paid a minimum of two hours overtime or shall be credited with two hours compensatory time consistent with the Fair Labor Standards Act, if they so elect. This provision does not apply to overtime, continuous with an employee's regularly scheduled tour of duty.

Section 5. A quarter-hour is the minimum period for which overtime required irregularly or occasionally will be paid; periods of less than a quarter-hour will not be aggregated but will be dropped on a daily basis.

ARTICLE 14

ANNUAL LEAVE

Section 1. General. Employees shall request annual leave as far in advance as possible.

Section 2. Employees will submit their projected annual leave schedule request in January. Annual leave schedules will be established NLT 15 Mar. All employees will be given an opportunity for a reasonable vacation and to use all leave which cannot be carried over to the next leave year. To the extent practicable, annual leave will be approved for the time requested by the employee. The leave will be scheduled to avoid having an excessive number of employees on leave at the same time. If the leave cannot be scheduled at the time requested by the employee, the supervisor will consult with the employee and also provide a written response. The supervisor will try to schedule the leave at an alternate time convenient to the employee. Conflicts between employees at a given station with their requested leave shall be resolved on the basis of seniority.

Section 3. All leave schedules shall be subject to appropriate supervisory approval and the Employer may subsequently adjust the schedules as the needs of the service require. Any changes which employees propose to the established leave schedule shall be

subject to appropriate supervisory approval. A copy of the leave schedule will be available for review by employees.

Section 4. Absences for emergency reasons, except where circumstances prevent, will be reported to the immediate supervisor by the employee within two hours after the start of the shift to which assigned, or earlier if possible.

Section 5. Military leave for reservists will be scheduled by the employee at the same time as the projected annual leave is requested in January. Voluntary duty or training may be disapproved based on mission, workload requirements and or manning shortages.

ARTICLE 15

SICK LEAVE

Section 1. The Union joins the Employer in recognizing the importance of sick leave as a privilege and the obligation of the employee to use sick leave only when incapacitated for the performance of duty by illness, injury or other valid medical reason.

Section 2. Sick leave must be requested in advance of the absence for prearranged medical, dental, or optical examinations or treatments. Employees are

encouraged to schedule prearranged medical treatments during their hours off-duty in order to save leave for serious illness or injury.

Section 3. Absences for emergency reasons, except where circumstances prevent, will be reported to the immediate supervisor by the employee within two hours after the start of the shift to which assigned, or earlier if possible. Absences extending beyond one 3-day shift will require a certificate in accordance with AFR 40-630 and notice to the supervisor prior to the beginning of each subsequent shift.

Section 4. Employees who become ill after reporting for duty, may be required to clear through the Base Medical Office (BMO) before being placed on sick leave. In the event of a dispute between the supervisor and the employee as to the physical fitness of the employee to work, the employee will be required to report to the BMO for examination. If the BMO recommends that the employee be sent home, the employee will be granted leave for the balance of the day.

ARTICLE 16

LEAVE OF ABSENCE

Section 1. An employee who is an official or representative of the Union will be excused without

charge to leave to attend a training session sponsored by the IAFF or California Professional Firefighters provided that the subject matter of such training is determined by the Employer to be of mutual concern to the Government and the employee in the employee's capacity as a Union representative and the Government's interest will be served by the employee's attendance. Administrative excusal for this purpose will cover only such portions of the training session as meet the foregoing criteria and will normally not exceed eight hours for any individual within a 12 month period. The Employer will consider additional requests for administrative excusal to attend training sessions.

Section 2. Leave without pay shall be granted, upon request, to not more than one member of the Union to serve the International Association of Fire Fighters for one year. An extension of one year will be considered upon request.

ARTICLE 17

CIVIC RESPONSIBILITIES

Section 1. Court leave will be granted to eligible employees called for jury duty or to qualify for jury

service. It is Air Force policy not to request that an employee be excused from jury service on the basis of employment except in cases of extreme necessity.

Section 2. An eligible employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit him to report to work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either 3 hours before or 3 hours after the employee's regular duty hours, no time off is granted.

Section 3. The Employer and the Union mutually agree that employees in the unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute nor will any reprisal action be made against an employee who refrains from contributing.

Section 4. Employees who volunteer as blood donors, without compensation to blood banks or, in emergencies, to individuals, may be excused for this purpose without charge to leave or loss of pay up to four hours. However, under unusual circumstances, they may be authorized additional time if necessary to recuperate.

ARTICLE 18

PAYROLL ALLOTMENT OF UNION DUES

Section 1. The Union will purchase SF 1187, "Request for Payroll Deductions for Labor Organization Dues," and will distribute it to eligible employee members who want to authorize an allotment.

Section 2. Members will return the form to the union after completing Section B.

Section 3. The Union is responsible for submitting the completed and certified SF 1187 to the Labor Relations Officer. Allotments will be effective on the first complete bi-weekly pay period after a properly completed and signed form is received by the servicing Customer Service Representative (CSR) Office.

Section 4. A bi-weekly remittance check will be prepared by the servicing Customer Service Representative (CSR) Office at the close of each pay period for which deductions are made. This check will be for the total amount allotted for dues for that pay period. The check, along with statistical runs, will be mailed to the address designated by the Union.